

REMARKS

The Office Action dated July 28, 2008, has been received and carefully considered. Claims 1, 67 and 97 have been amended. Reconsideration of the outstanding rejections in the present application is also respectfully requested based on the following amendments and remarks.

I. THE INDEFINITENESS REJECTION OF CLAIMS 1-24, 67-91, 94 AND 96-99

On page 2 of the Office Action, claims 1-24, 67-91, 94 and 96-99 were rejected under 35 U.S.C. § 112, second paragraph as being indefinite for failing to particularly point out and distinctly claim the subject matter that the Applicant regards as the invention. Specifically, the Office Action states that claim 1 is indefinite because the claim 1 limitation: “receiving, at the ordering and payment allocation system, two or more orders from a plurality of buyers associated with a plurality of buying entities” does not clearly recite whether each buyer must submit two or more orders or whether each buyer can submit one order and collectively there be two or more orders. Independent claims 67 and 97 have been rejected based on similar language in the respective independent claims. These rejections are hereby respectfully traversed.

Although Applicant does not agree with the pending rejection, Applicant has nonetheless amended the claims to further clarify the claimed methods and storage mediums. In particular, claims 1 and 67 have been amended to recite: “receiving . . . two or more orders from a plurality of buyers associated with a plurality of buying entities, wherein the two or more orders include at least one order from each of the plurality of buyers” (emphasis added); and claim 97 has been amended to recite: “receiving . . . two or more orders or order data from a plurality of buyers associated with a plurality of buying entities, wherein the two or more orders or order data include at least one order or order data from each of the plurality of buyers” (emphasis added).

Accordingly, Applicant respectfully submits that the rejection of independent claims 1, 67 and 97 is overcome.

Claims 2-24, 68-91, 94, 96 and 98-99 are dependent upon independent claim 1 or 67. Thus, since independent claims 1 and 67 overcome the indefiniteness rejection, and claims 2-24, 68-91, 94, 96 and 98-99 recite no limitations that are independently the basis of the indefiniteness rejection, claims 2-24, 68-91, 94, 96 and 98-99 also overcome the indefiniteness rejection at least by virtue of their dependency on independent claim 1 or 67.

In view of the foregoing, it is respectfully requested that the aforementioned indefiniteness rejection of claims 1-24, 67-91, 94 and 96-99 be withdrawn.

II. THE OBVIOUSNESS REJECTION OF CLAIMS 1-23, 67-89, 91, 94, 96 AND 97

On page 3 of the Office Action, claims 1-23, 67-89, 91, 94, 96 and 97 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Publication No. 2002/0026394 to Savage et al. (“Savage”) in view of U.S. Patent No. 6,311,170 to Embrey (“Embrey”) in further view of U.S. Patent No. 6,070,150 to Remington et al. (“Remington”) in further view of U.S. Patent No. 6,081,790 to Rosen (“Rosen”). This rejection is hereby respectfully traversed.

On page four, the Office Action admits that Savage fails to teach the claim 1 limitation: “receiving . . . two or more orders from a plurality of buyers associated with a plurality of buying entities.” The Office Action asserts that Embrey teaches the above-recited claim limitation. Applicant disagrees.

First, even if the cited portion was taught in Embrey, which Applicant makes no such admission, Embrey does not teach all of the limitations of claim 1 as it does not teach “wherein the two or more orders includes at least one order from each of the plurality of buyers, the orders

corresponding to more than one subsidiary of the seller” (emphasis added). The Office Action fails to address this portion of the claim limitation.

While Embrey may teach that a third-party service provider 11 may receive payments from a plurality of payor entities 15, such as GPM Gas Corporation and Philbro Energy USA, and the payments may be paid to a plurality of payee entities 7 (Abstract; Col. 8, line 1-67; Col. 24, line 29 - Col. 25, line 14; Figs. 1 and 27), it does not teach or suggest “the orders corresponding to more than one subsidiary of the seller” (emphasis added).

None of the other cited references, alone or in combination, cure this deficiency. For at least this reason alone, neither Savage, Embrey, Remington or Rosen, alone or in combination, render claim 1 (nor the claims that depend from claim 1) obvious.

Additionally, on page 5, the Office Action admits that neither Savage nor Embrey disclose “receiving, at the ordering and payment allocation system, each of the consolidated invoices from the corresponding buying entity, wherein each of the consolidated invoices includes an indication from the corresponding buying entity as to which of the orders a payment is being approved and which orders are being disputed or excepted.” The Office Action asserts that Remington teaches such claim limitation.

Applicant disagrees. First, Applicant notes that in order to anticipate the above-recited claim limitation, Remington must disclose “consolidated invoices” (emphasis added). Specifically, Remington must disclose “consolidated invoices, each of the plurality of consolidated invoices comprising particulars on the orders of the plurality of buyers associated with one of the plurality of buying entities,” as also claimed in claim 1. Remington does not teach or suggest any such invention.

While Remington may teach a billing statement disclosing items purchased by a single consumer (col. 11, lines 6-55 and figs. 8 and 9), such disclosure does not teach “consolidated invoices comprising particulars on the orders of the plurality of buyers associated with one of the plurality of buying entities,” (emphasis added). Accordingly, because Remington does not teach or suggest the limitations of “consolidated invoices” as recited in claim 1, it does not teach or suggest “receiving, at the ordering and payment allocation system, each of the consolidated invoices from the corresponding buying entity, wherein each of the consolidated invoices includes an indication from the corresponding buying entity as to which of the orders a payment is being approved and which orders are being disputed or excepted” (emphasis added).

None of the other cited references, alone or in combination, cure this deficiency. For at least this reason also, neither Savage, Embrey, Remington or Rosen, alone or in combination, render claim 1 (nor the claims that depend from claim 1) obvious.

On page five, the Office Action admits that neither Savage, Embrey nor Remington, teach the claim 1 limitation: “gathering A/R data and information based on the payments to subsidiaries, approved orders or the disputed or excepted orders,” and asserts that Rosen teaches the same.

Applicant disagrees. While Rosen may teach gathering customer information 46, merchant information 48, date of payment 48, payment amount 49, invoice ID 60, purchase order 66, transaction dates 68, type 70, payment terms 72, items shipped 74, items backordered 76 and invoice amount 78 information based on a presentment ticket, invoice and/or past due notice sent from a merchant’s trusted agent 4 to the customer’s trusted agent 2 (col. 3, lines 7-58; figs. 1, 2A and 2B), it does not teach or suggest “gathering A/R data and information based on the payments to subsidiaries, approved orders or the disputed or excepted orders” (emphasis added).

None of the other cited references, alone or in combination, cure this deficiency. For at least this reason also, neither Savage, Embrey, Remington or Rosen, alone or in combination, render claim 1 (nor the claims that depend from claim 1) obvious.

Independent claims 67 and 97 include limitations similar to those discussed above for claim 1. Accordingly, for similar reasons to those provided for claim 1, Applicant requests that the rejection to claims 67 and 97 (and the claims that depend from claim 67) be withdrawn, and that these claims be allowed.

In view of the foregoing, it is respectfully requested that the aforementioned obviousness rejection of claims 1-23, 67-89, 91, 94, 96 and 97 be withdrawn.

III. THE OBVIOUSNESS REJECTION OF CLAIMS 24 and 90

On page 10 of the Office Action, claims 24 and 90 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Savage in view of Embrey, in further view of Remington, in further view of Rosen and in further view of U.S. Patent No. 5,825,003 to Jennings ("Jennings"). This rejection is hereby respectfully traversed.

Claims 24 and 90 each depend from claims 1 and 67, respectively, and therefore include the limitations of their respective independent claims. Accordingly, for the reasons cited above with reference to claims 1 and 67, neither Savage, Embrey, Remington or Rosen, alone or in combination, teach or suggest each of the limitations of claims 24 and 90. Jennings, which merely discloses a customer-directed automated process for allowing funds to be transferred to an account (abstract), cures this deficiency.

Accordingly, Applicant requests that the rejection to claims 24 and 90 be withdrawn, and that these claims be allowed.

IV. CONCLUSION

In view of the foregoing, it is respectfully submitted that the present application is in condition for allowance, and an early indication of the same is courteously solicited. The Examiner is respectfully requested to contact the undersigned by telephone at the below listed telephone number, in order to expedite resolution of any issues and to expedite passage of the present application to issue, if any comments, questions, or suggestions arise in connection with the present application.

A petition for an extension of time under 37 CFR § 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper to Deposit Account No. 50-0206, and please credit any excess fees to the same deposit account.

Respectfully submitted,

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